
SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

5-M-APHIS-02

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

01/15/02

6. REQUISITION/PURCHASE NO.

7. ISSUED BY CODE: 126395

USDA,APHIS,MRP-Business Services-
Butler Square, Fifth Floor
100 North Sixth Street
Minneapolis, MN 55403

8. ADDRESS OFFER TO

(If other than Item 7)

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in , until 2:30 P.M. local time on JANUARY 30, 2002.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME:

Robert J. Crowther

B. TELEPHONE NO.

(Include Area Code)

(NO COLLECT CALLS)

612/370-2115

C. E-MAIL ADDRESS

bob.j.crowther@aphis.usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA
FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

| | | | |
|-----------------------------|-----------------------------|-----------------------------|-------------------------------|
| 10 CALENDAR DAYS _____ % | 20 CALENDAR DAYS _____ % | 30 CALENDAR DAYS _____ % | ____ CALENDAR DAYS _____ % |
|-----------------------------|-----------------------------|-----------------------------|-------------------------------|

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

| | | | |
|---------------|------|---------------|------|
| AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
|---------------|------|---------------|------|

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

| | | | |
|---|--------------|------------------|---|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE _____ | FACILITY _____ | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print) |
| 15B. TELEPHONE NO. (Include Area Code) | | | 17. SIGNATURE |
| 15C. [] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE | | | 18. OFFER DATE |

AWARD (To be completed by Government)

| | | |
|--|---|---|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) () [] 41 U.S.C. 253(c) () | | |
| 23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (4 Copies unless otherwise specified) | | ITEM 25 |
| 24. ADMINISTERED BY CODE _____ (If other than Item 7) (Same As Issuing Office) Attn: Margie Thorson Contract Administrator | | 25. PAYMENT WILL BE MADE BY CODE _____ USDA,APHIS,MRP-Business Butler Square, Fifth Floor 100 North Sixth Street Minneapolis, MN 55403 |
| 26. NAME OF CONTRACTING OFFICER (Type or Print) | 27. UNITED STATE OF AMERICA Signature of Contracting Officer | 28. AWARD DATE |

IMPORTANT - Award will be made on this Form, or on Standard Form 26,
or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

BASE YEAR: Date of award through September 30, 2002.

B.1 SCHEDULE OF ITEMS -- BASE YEAR

| ITEM NO. | SUPPLIES/SERVICES | GUARANTEED QUANTITY | UNIT OF ISSUE | UNIT PRICE | AMOUNT |
|-------------|-----------------------------------|------------------------|------------------|---------------|---------|
| 1. | Trimedlure Dispensers (Plugs). | 300,000 | EACH | \$_____ | \$_____ |
| 2. | Dispenser Holders (Basket). | 120,000 | EACH | \$_____ | \$_____ |

OPTIONAL -- SEPARATELY PRICED LINE ITEM

| ITEM NO. | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT OF ISSUE | UNIT PRICE |
|-------------|-----------------------------------|-----------------------|------------------|---------------|
| 3. | Trimedlure Dispensers (Plugs). | 50,000 to 100,000 | EACH | \$_____ |
| 4. | Dispenser Holders (Basket). | 20,000 to 40,000 | EACH | \$_____ |

OPTION PERIOD 1: October 1, 2002 through September 30, 2003.

B.2 SCHEDULE OF ITEMS -- OPTION PERIOD 1

| ITEM NO. | SUPPLIES/SERVICES | GUARANTEED QUANTITY | UNIT OF ISSUE | UNIT PRICE | AMOUNT |
|-------------|-----------------------------------|------------------------|------------------|---------------|---------|
| 5. | Trimedlure Dispensers (Plugs). | 300,000 | EACH | \$_____ | \$_____ |
| 6. | Dispenser Holders (Basket). | 120,000 | EACH | \$_____ | \$_____ |

* The Government reserves the right to adjust the guaranteed quantity when exercising the renewal option for option period 1. The quantity shown above represents a best estimate of the quantity that will be guaranteed during the period.

OPTIONAL -- SEPARATELY PRICED LINE ITEM

| ITEM NO. | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT OF ISSUE | UNIT PRICE |
|-------------|-----------------------------------|-----------------------|------------------|---------------|
| 7. | Trimedlure Dispensers (Plugs). | 50,000 to 100,000 | EACH | \$_____ |
| 8. | Dispenser Holders (Basket). | 20,000 to 40,000 | EACH | \$_____ |

OPTION PERIOD 2: October 1, 2003, through September 30, 2004.

B.3 SCHEDULE OF ITEMS -- OPTION PERIOD 2

| ITEM NO. | SUPPLIES/SERVICES | GUARANTEED QUANTITY | UNIT OF ISSUE | UNIT PRICE | AMOUNT |
|-------------|-----------------------------------|------------------------|------------------|---------------|---------|
| 9. | Trimedlure Dispensers (Plugs). | 300,000 | EACH | \$_____ | \$_____ |
| 10. | Dispenser Holders (Basket). | 120,000 | EACH | \$_____ | \$_____ |

* The Government reserves the right to adjust the guaranteed quantity when exercising the renewal option for option period 1. The quantity shown above represents a best estimate of the quantity that will be guaranteed during the period.

OPTIONAL -- SEPARATELY PRICED LINE ITEM

| ITEM NO. | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT OF ISSUE | UNIT PRICE |
|-------------|-----------------------------------|-----------------------|------------------|---------------|
| 11. | Trimedlure Dispensers (Plugs). | 50,000 to 100,000 | EACH | \$_____ |
| 12. | Dispenser Holders (Basket). | 20,000 to 40,000 | EACH | \$_____ |

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND AND GENERAL INFORMATION

Fruit flies, in particular Mediterranean (Medfly) and Mexican (Mexfly) fruit flies, are some of the most serious exotic plant pests threatening United States (U.S.) Agriculture. The cost of infestations to the U.S. Department of Agriculture (USDA) and the citrus industry can exceed \$33 million dollars per year. If not eradicated or managed, the cost to live with these pests is estimated at \$821 million or more per year.

Trimedlure dispensers are used to capture certain species of exotic fruit flies of concern to the U.S. agriculture. The trimedlure dispenser is a primary detection tool used to delimit, survey the extent of the Mediterranean fruit fly infestation and to manage introduced fruit fly populations. Without this trimedlure dispensers defining the infestation might not be possible. The ultimate cost to the States and USDA and Cooperator Eradication Programs could exceed millions of dollars.

Some examples of the problems encountered in the past are dispensers leaking or weeping and other instances the dispenser have crumbled or decomposed. During the chemical analysis USDA has found the content and physical analysis are not in accordance to specifications.

C.2 SCOPE OF WORK

A firm, fixed-priced, definite delivery contract will be awarded for the purchase of trimedlure dispensers (plugs) and holders (baskets). The contract will include optional separately-priced line items for the purchase of additional quantities that may be required during the effective period of the contract. The effective period shall be from date of award through September 30, 2001. The contract includes two (2), 1-year unilateral renewal options to extend the effective period of the contract.

C.3 ACRONYMS

APHIS - Animal and Plant Health Inspection Service

PPQ - Plant Protection and Quarantine

ISPM - Invasive Species Pest Management, Riverdale, MD

CPHST, Gulfport, MS - National Monitoring Residue & Analysis Laboratory, Gulfport, MS

CPHST - Center for Plant Health Science and Technology, Waimanalo, HI

CO - Contracting Officer

NFC - National Finance Center, New Orleans, LA

TML - Trimedlure Liquid

QA - Quality Assurance

C.4 SPECIFICATIONS FOR SOLID DISPENSERS WITH GOVERNMENT SUPPLIED TML CONCENTRATE

The Contractor's agreed to price shall include all costs associated with the performance of this fixed-price contract. The Government will supply the Contractor <<within 10 days>> from the effective date of the contract (or effective date of exercising an option in the contract) 746,625 grams of trimedlure (TML) concentrate. The amount of TML concentrate includes an additional 10% for production waste or loss. This is based on a minimum of 2.0 to maximum 2.2 grams of TML per dispenser. Anything over the 10% shall be provided by the Contractor from USDA approved TML without additional cost to the Government. If the Contractor does not have additional USDA approved TML concentrate on hand, APHIS will provide the additional TML concentrate to the contractor and will offset the contract price by the actual cost of the TML concentrate provided by USDA plus applicable shipping charges. Any remaining TML liquid shall be returned to APHIS <<within 30 days>> following acceptance of the final delivery for each contract period or option.

Chemical/Physical Characteristics

Each TML solid dispenser shall:

1. Consist of a solid matrix that facilitates handling and is capable of absorbing, immobilizing and sequestering trimedlure liquid concentrate, so that it will be emitted at a controlled rate of release only after volatilization. "Facilitates handling shall mean that each dispenser, when handled individually, shall be non-sticky and non-friable (i.e., not stick to the hand or crumble) when a deliberate effort is made by hand (i.e., unaided by mechanical devices) to compress and deform it.
2. After being filled with the APHIS supplied TML concentrate, continue to meet the test of handling defined above in No. 1., and be resistant to damage and moisture when handled during normal field trapping operations.
3. Be manufactured from and composed of nontoxic materials that remain nontoxic after filling with the APHIS supplied liquid trimedlure concentrate "Nontoxic" shall mean not causing any medically definable disease and/or adverse reaction to humans after 8 hours of continuous exposure to hands protected with latex gloves or an equivalent skin protection device.
4. Sequester, and retain liquid trimedlure without leaking or weeping. This shall mean that properly stored dispenser immediately following removal from its previously sealed individual packaging, shall be free of droplets of trimedlure or any other liquid exudate on dispenser surface, when visually inspected without the aid of optical magnification equipment.
5. Be non-adhesive. This shall mean that at ambient temperatures of 40C or less, a

dispenser shall not adhere to and remain stuck to (i.e., not removable from) the hand when gripped by an individual wearing latex gloves or the inside of a standard Jackson trap in a way that significantly impedes its installation or replacement with a new dispenser.

6. Be non friable. This shall mean that during or following a use period of 8 weeks or less in a standard Jackson trap, the dispenser shall not crumble or otherwise decompose in a way that significantly impedes its removal and replacement with a new dispenser.
7. Hard or soft dispensers may be supplied by the Contractor. The following physical dimensions are required: Hard Dispenser : Diameter: 13.5 - 15 mm; length: 18.5 - 19.5 mm; Soft Dispenser: Diameter: 16.0 - 17.0 mm, Length: 13.5 - 14.5 mm. The weight for hard or soft dispensers shall not be less than 2.9 grams (g) nor more than 3.3 g after filling with liquid TML concentrate.
8. Have the following TML content:
 - a. An initial TML content of at least 2.0 g and not more than 2.2 g of liquid TML supplied by the government.
 - b. A residual TML content of at least 1 g after one week and 0.4 after six weeks. Residual testing shall be performed following field aging of dispensers. Residual content testing, may be waived at the discretion of the CO if test results of the initial TML content, TML emission rate and the bioassay indicate that samples meet contract specifications.
9. Have the following emission rate:
 - a. An initial emission rate (i.e., the emission rate measurable immediately after removal from the individual package) of 1.3 - 1.7 mg/hour at 28C; (b) a residual emission rate, following field aging for one and six weeks of 0.7 mg/hr and 0.4 mg/hour, respectively. Residual emission rate testing, may be waived at the discretion of the CO if test results of the initial TML content, TML emission rate and the bioassay indicate that samples meet contract specifications.
 - b. Stability TML solid dispensers shall exhibit satisfactory shelf life by remaining in compliance with contract specifications, terms, and conditions for a minimum of 1-year from the date of acceptance, if stored continuously at 15 - 25C.

C.5 SPECIFICATIONS FOR DISPENSERS HOLDERS

The TML dispenser holder shall have a tapered cylindrical shape, a recloseable plastic hinged top, and a 1.5 cm x 6 cm tab with a hole punched at the top of the holder for easy attachment to the Jackson trap hanger. The outside diameter (OD) at the top of the holder shall be 35 cm and 2

cm at the bottom. The height shall be 2.75 cm. The holder must accommodate the physical dimensions of the hard or soft dispenser as specified above.

C.6 GOVERNMENT SAMPLING AND QA TESTING OF TML DISPENSERS

General

APHIS shall conduct QA testing of each batch of solid dispensers procured through this contract. For purposes of sampling, each group of dispensers filled with liquid trimedlure from the same lot, and on the same calendar day during a single, continuous (i.e., uninterrupted) production run is defined as a batch and the coded designation of a batch as the batch number.

Chemical Assay

A chemical and physical analysis on five solid dispensers from each batch will be conducted by APHIS to ensure compliance with contract specifications.

Bioassay

Ten (10) solid dispensers from each production batch will be aged and tested by the Government in a 6-week bioassay. Dispenser efficacy deemed satisfactory to ensure suitability for use in APHIS survey trapping programs shall be determined as follows. Twenty-four (24) hours after uniform fly release throughout the trapping grid, the number of medflies captured in traps baited with solid dispensers that have been field-aged for one and six weeks shall be at least 50 percent of the number caught in traps equipped with standard TML. This standard shall be Johnson and freshly baited with liquid TML selected by APHIS because it met performance specifications in prior field testing. Each dispenser wick shall be baited with 2.0 ml of this TML standard.

C.7 ANALYTICAL METHODS FOR TML SOLID DISPENSERS

1. Emission Rate as Determined by Weight Loss at Constant Temperature

a. Method I Reference: CPHST - Gulfport, MS PR 0105

- (1) Unwrap solid dispenser; record the color and odor of the dispensers and whether or not there are white crystals on the surface.
- (2) Using an analytical balance, measure and record the weight the dispenser to the nearest 0.0001 g. Allow the dispenser to equilibrate 12 hours at room temperature.
- (3) Connect the vessels to the water circular in series. Set the water temperature $28.0 \pm 0.5^{\circ}\text{C}$.

- (4) In the morning, place dispensers on to a chamber. Adjust gas flow to 100 ml/min.
 - (5) After one hour of equilibration in the oven, remove the dispenser and measure and record its weight. Return the dispenser to the chamber.
 - (6) Measure and record the weight of dispensers every two hours. The average weight loss per hour over a 6 hour period is defined as the emission rate.
 - b. Method II Reference: B. A. Leonhardt, R. T. Cunningham, R. E. Rice, E. M. Harte and J. Hendrichs. 1989.
 - (1) Release rates are determined by weight loss in an incubator oven, Thelco Model 2, Precision Scientific, Chicago. The air is admitted to the oven by 6 inlet ports but is not directed within or out of the oven. Six holes are drilled through the oven wall to function as exit ports to release the air. (J. Econ. Entomol. 82:860-867, 1989;).
 - (2) Two replicate dispensers of each treatment are unwrapped and left to equilibrate overnight at room temperature.
 - (3) In the morning the dispensers, (no more than 8) are placed on the shelf in the oven which has been pre-set to $28.0 \pm 0.5^{\circ}\text{C}$ and into which air is flowing at the rate of 100 ml/min through each of the 6 inlet ports.
 - (4) After one hour of equilibration in the oven, the dispensers are removed and weighed to the nearest 0.02 mg and returned to the oven.
 - (5) The dispensers are reweighed after each of the three 2 hour intervals; the average weight loss/hour over the 6 hours is considered to be the emission rate.
2. TML Content Measurement
- a. Method I Reference: USDA APHIS CPHST - Gulfport, MS PR 0105
 - (1) Preparation of Reagents: 50/50 acetone/hexane (V:V) decant 500 ml hexane and 50 ml acetone into 1000 ml graduated cylinder. Transfer to a stoppered bottle for storage.
 - (2) Solid dispensers used for emission rate determination should not be used for extraction.

- (3) Drop the solid dispenser in a one pint jar and add 200 ml of the 50/50 acetone/hexane mixture. Allow the solid dispenser to leach at room temperature for at least 48 hours, with intermittent mixing.
- (4) Using a 3 ml volumetric pipet, transfer a 3 ml aliquot to a 100 ml volumetric flask and dilute to the mark with the acetone/hexane mixture (samples are ready for analysis by GLC/FID after this step).
- (5) Inject 5 l of each sample onto a GLC/FID after calibration with a known concentration of "C" isomer.
- (6) Suggested Gas Chromatography Parameters:

GC/FID.

Column: RTX-I megabore, 30m x 0.53m i.d., 1.5 film thickness

| | | |
|--------------|----------|-----------------------------------|
| Flow rate: | helium | 10.6ml/min |
| | hydrogen | 33.4 ml/min |
| | air | 240 ml/min |
| Temperature: | detector | 275° C |
| | injector | 225 °C |
| | Oven | 100 °C for 1 minute, |
| | Rate | 10 °C/min to 200 °C for 3 minutes |

- (7) Trimedlure Content Calculation = $A \times C \times D/B$

Where: A = total peak area unit (PAU) for the two TML peaks in the sample

B = PAU for the "C" isomer the standard

C = Standard concentration in mg

D = Dilution factor

b. Method 2 Reference: Leonhardt et al., 1989

- (1) The quantity of TML in each solid dispenser is measured by gas chromatography on solvent extracts. The analyses for TML content are conducted on a Shimadzu GC-9A equipped with an automatic sampler and a 30 m, SPB-1 (non-polar) wide-bore (0.75 mm i.d.) Capillary column (Supelco, Bellefonte, PA).
- (2) Single polymeric dispensers are weighed and then dropped into a measured volume of 50/50 acetone/hexane. Two replicates of each

treatment are analyzed. The volume of solvent used for extraction varies from 100 to 800 ml depending on the expected content; then dilution is made to achieve a concentration about 1 g/l.

- (3) The dispensers are allowed to leach at room temperature for at least 48 hours with intermittent mixing prior to analysis.
- (4) A solution of crystalline TML C-isomer of known concentration used as the external standard; the concentration should be in the same range as the samples, i.e., about 1 g/l.
- (5) Measured aliquots of the sample and standard solutions are injected onto the column which has been programmed to be initially 100 degrees Celsius for two minutes and then raised by 10 for 6 minutes (total run time 23 minutes). The injection prot is set at 225 degrees Celsius and the detector at 250 degrees Celsius. Routinely, we use 1 - 1 aliquots on the automatic sampler. A standard should be run after 4-5 sample injections.
- (6) The TML concentration is determined by comparison of the combined area of the 2 TML peaks (ca. 7-minute retention times) in the samples with the area of the single TML C-peak in the standards which bracket the samples. The total TML content of the dispensers is then determined using the extraction volume in the calculation.
- (7) The GC analysis on the bore column is used also the calculate the percentage of the TML that is C-isomer; the first GC-peak is the other trans- (and many of the cis-) isomers, while the second peak is TML-C concentration is the area of the second peak X 100/total area of the 2 peaks.

C.8 GOVERNMENT QA TEST DESIGN, SAMPLE ANALYSIS AND INTERPRETATION OF DATA

In addition to meeting other specifications previously described for TML solid dispensers, QA certification shall also include field testing of TML solid as well as physical testing. These tests, the recording and statistical analysis of data, and the interpretation of the results shall be performed as follows.

1. TML Solid Dispensers

- a. Practice: A minimum of 40 medfly traps shall be deployed in a macadamia nut orchard or other orchard containing trees producing fruit that is not a natural host of medflies. At the start of the test, each of 20 traps shall be baited with cotton wicks containing 2.0 ml of a standard TML preparation.

Ten other remaining traps shall be baited with standard TML dispensers, and the ten remaining traps shall be baited with TML dispensers undergoing QA performance evaluation (i.e., the trial dispensers). Once all traps have been baited, laboratory-reared, irradiated (sterile) medflies shall be released in the orchard. After 24 hours, inserts shall be retrieved and the number of flies captured in each trap shall be recorded. This procedure shall be repeated at the end of weeks 1, 4, and 6, except that trial TML dispensers shall not be replaced in traps equipped with them at the start of the test, and wicks freshly baited with the liquid TML standard shall be added only to ten of the 20 traps so equipped at the start of the test. If more than one batch of TML solid dispensers requires testing, additional groups of ten traps may be added to the test (one group per batch).

- b. Data analysis: For each of the test intervals, the mean number of male medflies captured in each trap equipped with a wick freshly baited with the TML standard shall be adjusted by dividing it by 2 to calculate the mean 50% capture rate. For each of the test intervals (i.e., weeks 1, 4, and 6) the mean number of medflies captured in each trap baited with a trial TML solid dispenser shall be compared with the mean 50% capture rate.
- c. Acceptance criteria: Using one standard error of the mean to define a confidence interval, for week 2 and 6 week, the adjusted mean value for the fresh standard TML shall not be statistically higher than the mean for trial TML dispensers. Exceptions: (1) if the mean for trial TML dispensers is statistically lower at week 2, but not at weeks 1, 4 and 6, than it shall be judged acceptable; (2) if the trial dispenser mean is statistically lower at week 6, but not at weeks 1, 4 and 6, than it shall be judged acceptable.

2. TML Content

- a. Data analysis: Perform a one-way analysis of variance on the results from the content analysis of five dispensers from each carton sampled.
- b. Interpretation of results: TML dispensers must meet the following criteria to be judged acceptable for use in APHIS programs: (1) there shall be no significant difference ($p > 0.05$) in the mean TML content among the different cartons sampled; (2) the minimum allowable TML content for TML dispensers (2.0 g) shall be lower than the grand mean calculated from the TML content determined for all dispensers analyzed or (3) if the grand mean for TML content is lower than 2.0 g then 2.0 g must fall within the upper 95% confidence interval calculated for the grand mean for content.

3. TML Emission Rate

- a. Data analysis: Perform a one-way analysis of variance on the results from the emission rate analysis of three dispensers from each carton sampled.
- b. Interpretation of results: TML dispensers must meet the following criteria to be judged acceptable for use in APHIS programs: (1) there shall be no significant difference ($p > 0.05$) in the mean TML emission rate among the different cartons sampled; (2) the minimum allowable TML emission rate solid dispensers (1.3 mg/hour) shall be lower than the grand mean calculated from TML emission rate determined for all dispensers analyzed or (3) if the grand mean for TML emission rate is lower than 1.3 mg/hour, then 1.3 mg/hour must fall within the upper 95% confidence interval calculated for the grand mean for emission rate.

C.9 1-YEAR PRODUCT QUALITY GUARANTEE

The Contractor shall guarantee product quality for full compliance with contract specifications, terms, and conditions for 1 full year from the date of acceptance. The unused portion of product samples from the samples that were taken upon delivery for inspection and acceptance testing will be analyzed by the Government or independent laboratory <_within 60 days>> of the end of the 1-year product guarantee period. The CO shall provide the Contractor written notification of approval or disapproval of the product <_within 30 days>> following the end of the 1-year product guarantee period.

If the CO fails to provide written notification within the time specified, the Contractor will be relieved of the 1-year product quality guarantee requirements of the contract and no further product testing is required.

The Contractor shall be subject to the following if the product fails to meet contract specifications for 1-year from the date of acceptance.

1. Resampling and testing of existing APHIS inventory (if the supply has not been exhausted) from the same batch/lot numbers as the product sample that failed the product guarantee stability testing.
2. Replacement of the product with new TML solid dispensers without additional cost to APHIS. Acceptance is subject to inspection and acceptance testing by APHIS, written approval of the CO, and 1-year product guarantee from the date of acceptance of the replacement product.
3. Equitable compensation to the Government equal to the value of the TML dispenser remaining in the APHIS inventory from the same batch/lot number delivered by the Contractor that failed the product quality tests.

SECTION D - PACKAGING AND MARKING**D.1 AGAR 452.247-71 MARKING DELIVERABLES (FEB 1988)**

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(b) Mark deliverables, except for reports, for:

USDA, APHIS, PPQ
Facility Management Warehouse

D.2 AGAR 452.247-72 PACKING FOR DOMESTIC SHIPMENT (FEB 1988)

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

D.3 SPECIAL PACKAGING AND MARKING

Trimedlure (TML) dispensers shall be individually wrapped in a sealed, airtight, moisture-proof envelope made of a flexible material and packed 2,000 per case. Case packaging (cartons) shall be of sufficient quality to protect the contents and of sufficient strength to allow stacking of cartons to a height of 60 inches without collapsing cartons at the bottom of the stack.

Each envelope of individually wrapped TML dispensers shall include the following special marking:

Front of Package:**Contents: Trimedlure Dispensers**

Net Weight: 2 Grams

Storage: Store in a dry place at 15 to 25 degrees C (59 to 77 degrees F)

KEEP OUT OF REACH OF CHILDREN

Rear of Package:

USDA APHIS PPQ
Contract Number: _____;
Manufacturer's Name and Logo: _____;
Date of Production: _____;
Lot/Batch Number: _____;

D.3 (Continued)

Each outer carton shall have the following information displayed on two outside walls:

USDA APHIS PPQ
Contract Number: _____;
Manufacturer's Name and Logo: _____;
Date of Production: _____;
Lot/Batch Number: _____;
Contents: 2,000 Trimedlure Solid Dispensers;
Storage: Store in a dry place at 15 to 25 degrees C (59
to 77 degrees F)

SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)**

- (a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

E.1 (Continued)

- (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.
- (2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

E.1 (Continued)

- (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (1) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects of nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

**E.2 52.246-16 RESPONSIBILITY FOR SUPPLIES
(APR 1984)**

- (a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.
- (b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the

E.2 (Continued)

contract, whichever is later, if transportation is f.o.b. destination.

- (c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.
- (d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

E.3 INSPECTION AND ACCEPTANCE OF TML SOLID DISPENSERS

A 30 day acceptance period is required for Government inspection and acceptance testing. APHIS will sample each batch of TML solid dispensers represented in each delivery for compliance with contract specifications. Five (5) percent of the cartons delivered will be randomly sampled. Twenty-five (25) dispensers from each randomly-selected carton will be collected and shipped to APHIS, CPHST - Gulfport, Mississippi for analysis. APHIS CPHST shall select one solid dispenser, extract it, and analyze the quality of the trimedlure in the extract. Five dispensers will be analyzed for TML emission rate and five for liquid trimedlure content. The remaining samples will be stored by APHIS, CPHST at 15 to 25C for quality assurance testing within 10 to 12 months from the date of Government acceptance for each batch of TML solid dispensers delivered to APHIS under this contract.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER | TITLE | DATE |
|-----------|--|----------|
| 52.242-15 | STOP-WORK ORDER | AUG 1989 |
| 52.242-17 | GOVERNMENT DELAY OF WORK | APR 1984 |
| 52.247-35 | F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES | APR 1984 |

F.2 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

5 percent increase

5 percent decrease

This increase or decrease shall apply to the guaranteed quantity and optional quantities each period.

F.3 EFFECTIVE PERIOD OF THE CONTRACT (FEB 1988)

The effective period of this contract is from date of award September 30, 2001, with unilateral Government options to extend effective period for two (2) 1-year periods.

F.4 AGAR 452.247-70 DELIVERY LOCATION (FEB 1988)

F.4 (Continued)

Shipment of deliverable items, other than reports, shall be to:

USDA, APHIS, PPQ
Facility Management Warehouse
Moore Air Base, Building 6017
Edinburg, TX 78539

F.5 DELIVERY REQUIREMENT

Delivery shall be made within 14 calendar days after notice of approval of first article sample.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 DESIGNATION OF ADMINISTRATIVE CONTRACT SPECIALIST**

The Contracting Officer (CO) may designate an Administrative Contract Specialist (ACS) for this contract at time of award. The ACS is an Agent of the CO with delegated authority to assist with the primary day-to-day administration of the contract.

If an ACS is designated at time of award, The ACS will assist the CO on all contractual matters including, but not limited to, performance and/or nonperformance issues, proposed changes, questions pertaining to contract coverage, interpretation of contract terms and conditions, negotiating and preparing contract modifications, billing or payment issues, disputes/claims, and other contractual matters that may occur during the life of the contract.

In no event will any understanding, agreement, modification, change order, or other matter deviating from the contract be effective or binding to the Government unless it is considered by the ACS and approved in writing by the CO.

PROCEEDING WITH WORK WITHOUT PROPER CONTRACTUAL COVERAGE AND APPROVAL OF THE CO COULD RESULT IN A BREACH OF CONTRACT AND NONPAYMENT.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER | TITLE | DATE |
|-----------|---|----------|
| 52.202-1 | DEFINITIONS | MAY 2001 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT Alternate I (OCT 1995) | JUL 1995 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN 1997 |
| 52.204-4 | PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG 2000 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL 1995 |
| 52.212-4 | CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS | MAY 2001 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | JUN 1999 |
| 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.215-14 | INTEGRITY OF UNIT PRICES | OCT 1997 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT 2000 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC 1996 |
| 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | DEC 1996 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | FEB 1999 |

I.1 (Continued)

| NUMBER | TITLE | DATE |
|-----------|---|----------|
| 52.222-35 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | APR 1998 |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN 1998 |
| 52.222-37 | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | JAN 1999 |
| 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA Alternate I (JUL 1995) | JAN 1997 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUL 2000 |
| 52.227-1 | AUTHORIZATION AND CONSENT | JUL 1995 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG 1996 |
| 52.227-3 | PATENT INDEMNITY | APR 1984 |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | JAN 1991 |
| 52.229-5 | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO | APR 1984 |
| 52.232-17 | INTEREST | JUN 1996 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT | MAY 2001 |
| 52.232-29 | TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS | OCT 1995 |
| 52.232-30 | INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS | OCT 1995 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION | MAY 1999 |
| 52.233-1 | DISPUTES | DEC 1998 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-1 | CHANGES - FIXED-PRICE | AUG 1987 |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | SEP 1996 |
| 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

I.2 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989) ALTERNATE I (JAN 1997)

- (a) The Contractor shall deliver 75 TML solid dispensers from each batch/lot that will be provided under the contract **within 30 calendar days** from the date of this contract (or the effective date of the contract modification exercising an option) for first article tests as follows:

Ship 25 to the following address for chemical and physical

I.2 (Continued)

USDA, APHIS, PPQ, CPHST
National Monitoring Residue
& Analysis Laboratory
ATTN: Maria Dubra
3505 25th Avenue
Gulfport, MS 39501

Ship 50 to the following address for bioassay:

USDA, APHIS, PPQ, CPHST
ATTN: Todd Shelly
41-745 Mooiki Street
Waimanalo, HI 96795

The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

- (b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, the Contractor--

I.2 (Continued)

- (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
- (2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- (h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.
- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/ Contractor and have been accepted by the Government. The Offeror/ Contractor may request a waiver.
- (j) The Contractor shall produce both the first article and the production quantity at the same facility.

I.3 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days from the end of the effective period. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.4 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

- (a) Definition.

I.4 (Continued)

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

- (b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

- (c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

I.5 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (MAY 2001) Alternate III (APR 1984)

- (a) Definitions. As used in this clause--

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

- (b) Contractor's obligations.

- (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1 year--

- (i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this

I.5 (Continued)

contract; and

- (ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
- (2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.
- (3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.
- (4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

- (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 30 days.
- (2) Within a reasonable time after the notice, the Contracting Officer may either--
 - (i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or
 - (ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.
- (3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

I.5 (Continued)

- (A) May, for sampling purposes, group any supplies delivered under this contract;
 - (B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
 - (C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
 - (D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
- (ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options;
- (A) Require an equitable adjustment in the contract price for any group of supplies.
 - (B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.
 - (C) Require the Contractor to screen the supplies at locations designated by the Government within the continental United States and to correct or replace all nonconforming supplies.
 - (D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
- (4) If the Contractor does not agree as to responsibility to correct or replace the supplies delivered, the Contractor shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph (c)(2) of this clause to correct or replace the defective or nonconforming supplies. In the event it is later determined that the supplies were not defective or nonconforming within the terms and conditions of this

I.5 (Continued)

clause, the contract price will be equitably adjusted.

- (5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

| | ATTACHMENT | NUMBER OF PAGES |
|----|---|-----------------|
| 1. | SF-LLL, Disclosure of Lobbying Activities. | 1 |
| 2. | SF-LLL-A, Disclosure of Lobbying Activities Continuation Sheet. | 1 |
| 3. | Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities. | 1 |
| 4. | Federal Contractor Veterans Employment Report and Instruction Sheet. | 2 |

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORSK.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

K.1 (Continued)

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS DEVIATION (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of

K.2 (Continued)

\$100,000 shall certify and disclose accordingly.

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

In accordance with FAR 52.203-11, above: (Check applicable statement)

☐ An SF-LLL is not required.

☐ An SF-LLL is required and is attached hereto.

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001) [This date stayed indefinitely. Please use the provision date below.]
52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; [This language stayed indefinitely. Please use paragraph (a) (1) (i) (D) below.]

K.4 (Continued)

- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and **[This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]**
- (D) Have ☐ Have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (E) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.
- (ii) (A) **[This paragraph (a)(1)(ii) is stayed indefinitely.]** The Offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐ has not ☐ within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--
- (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
 - (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 - (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
- (B) If the offeror has responded affirmatively,

K.4 (Continued)

the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (JAN 2001) [This date stayed indefinitely.
Please use provision date below.]
52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (MAY 2001) Alternate III (OCT 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans;

K.5 (Continued)

and

- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United

K.5 (Continued)

States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

K.5 (Continued)

- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

-
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging

K.5 (Continued)

small business.

- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

| | |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input type="checkbox"/> 101-250 | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> \$5,000,001-\$10 million |
| <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

- (i) General. The offeror represents that either--

- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable

K.5 (Continued)

exclusions set forth at 13 CFR 124.104(c)(2);
or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) (Reserved)

(11) **HUBZone small business concern.** [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____]

K.5 (Continued)

.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has

K.5 (Continued)

considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

| LINE ITEM NO | COUNTRY OF ORIGIN |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | |

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act-- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

| LINE ITEM NO | COUNTRY OF ORIGIN |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | |

(List as necessary)

K.5 (Continued)

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

| LINE ITEM NO | COUNTRY OF ORIGIN |
|---------------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | |
| (List as necessary) | |

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

| LINE ITEM NO |
|---------------------|
| _____ |
| _____ |
| _____ |
| (List as necessary) |

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause FAR 52.225-3 is included in this solicitation, substitute the following paragraph

K.5 (Continued)

(g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

| LINE ITEM NO | COUNTRY OF ORIGIN |
|---------------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| (List as necessary) | |

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g) (4) (ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

| LINE ITEM NO | COUNTRY OF ORIGIN |
|---------------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| (List as necessary) | |

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country

K.5 (Continued)

end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that--

- (1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) [] Have, [] have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and
- (4) (i) The offeror, aside from the offense enumerated in paragraphs (1), (2), and (3) of this paragraph (h), [] has [] has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--
 - (A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or
 - (B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 - (C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
- (ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer. **[This**

K.5 (Continued)

language stayed indefinitely. Please use paragraph (i) below.]

- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) Listed end products.

Listed End Product

Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

20:29 [_] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

- [_] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

K.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street
Address, City, State, County,
Zip Code)

Name and Address of Owner and
Operator of the Plant or
Facility if Other than
Offeror or Respondent

**K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 2001) Alternate I (OCT 2000)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 339999.
- (2) The small business size standard is no more than 500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

K.7 (Continued)

- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
 - (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

K.7 (Continued)

- (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

K.7 (Continued)

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION) (USDA)

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d) (i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it **has [], has not[]**, submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS**

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS**

| NUMBER | TITLE | DATE |
|----------|--|----------|
| 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | JUN 1999 |

**L.2 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES
(AUG 1987)**

- (a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

- (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

L.2 (Continued)

OFFEROR RECOMMENDATIONS

| ITEM | QUANTITY | PRICE QUOTATION | TOTAL |
|-------|----------|--------------------|-------|
| <hr/> | | | |
| <hr/> | | | |

- (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

L.3 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE
ACQUISITION (MAY 2001) Alternate I (OCT 1997)

- (a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified

L.3 (Continued)

in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

L.3 (Continued)

- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals

L.3 (Continued)

in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting

L.3 (Continued)

contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets **[insert numbers or other identification of sheets]**; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the

L.3 (Continued)

Government.

- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

L.5 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Robert J. Crowther

L.5 (Continued)

USDA,APHIS,MRP-Business Services-Contrac
Butler Square, Fifth Floor
100 North Sixth Street
Minneapolis, MN 55403

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.7 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

L.8 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (NOV 1996) (AGAR DEVIATION)

The North American Industrial Classification System (NAIC) Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All Line Items
-- NAICS Code 339999
-- Size Standard no more than 500 employees.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS**

| NUMBER | TITLE | DATE |
|----------|-----------------------|----------|
| 52.217-5 | EVALUATION OF OPTIONS | JUL 1990 |

M.2 EVALUATION FACTORS FOR AWARD

Consideration will be based on the Governments receipt of a proposal that fully conforms to the specifications and other terms and conditions of this solicitation. The award will then be made to the responsible offeror with the lowest-priced technically acceptable proposal and a satisfactory past performance record. For this solicitation, price and past performance are equally weighted.

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

[illegible]

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 9a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FEDERAL CONTRACTOR VETERANS' EMPLOYMENT REPORT VETS-100

OMB NO 1293-0005
Expires 04-30-2001

Persons are not required to respond to this collection of information unless it displays a valid OMB number

RETURN COMPLETED REPORT TO:

U.S. DEPARTMENT OF LABOR
VETERANS' EMPLOYMENT AND TRAINING SERVICE
VETS-100 REPORTING
6101 STEVENSON AVE
ALEXANDRIA, VA 22304

| TYPE OF CONTRACTOR (Check one or both as applicable) | TYPE OF FORM (Check only one) |
|---|--|
| <input type="checkbox"/> Prime Contractor | <input type="checkbox"/> Single Establishment |
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Multiple Establishment-Headquarters |
| | <input type="checkbox"/> Multiple Establishment-Branch Location |
| | <input type="checkbox"/> Multiple Establishment-State Consolidated (specify number of locations) _____ (MSC) |

COMPANY IDENTIFICATION INFORMATION (Omit if items preprinted above)

| | | | | |
|-------------------------|-----------------------------|------------------------------------|----------|--|
| COMPANY No. | TWELVE MONTH PERIOD ENDING | | 2 0 0 0 | |
| NAME OF PARENT COMPANY | ADDRESS (NUMBER AND STREET) | | | |
| CITY | COUNTY | STATE | ZIP CODE | |
| NAME OF HIRING LOCATION | ADDRESS (NUMBER AND STREET) | | | |
| CITY | COUNTY | STATE | ZIP CODE | |
| SIC | DUNS | EMPLOYER I.D. No. (IRS TAX No.) | | |

INFORMATION ON VETERANS

REPORT ALL REGULAR FULL-TIME OR PART-TIME EMPLOYEES AND NEW HIRES WHO ARE VETERANS, AS DEFINED ON REVERSE. DATA ON NUMBER OF EMPLOYEES ARE TO BE ENTERED IN COLUMNS L, M, AND N. DATA ON NEW HIRES ARE TO BE ENTERED IN COLUMNS O, P, Q, AND R. ENTRIES IN COLUMNS O THROUGH R, LINES 1 THROUGH 9, AND COLUMNS L, M, AND N, LINE 10 (GRAY SHADED AREAS) ARE OPTIONAL. ENTRIES IN COLUMN M, LINES 1-9; COLUMN Q, LINE 10 AND THE MAXIMUM AND MINIMUM NUMBER OF EMPLOYEES (AREAS SHADED LIGHT GRAY) ARE OPTIONAL FOR 2000 ONLY AND WILL BE REQUIRED FOR THE 2001 REPORTING CYCLE. DETAILED INSTRUCTIONS ARE FOUND ON THE REVERSE OF THIS FORM.

| JOB CATEGORIES | NUMBER OF EMPLOYEES | | | NEW HIRES (PREVIOUS 12 MONTHS) | | | |
|----------------------------|-------------------------------|--------------------------|--------------------|--------------------------------|--------------------------|--------------------|--|
| | SPECIAL DISABLED VETERANS (L) | VETERAN ERA VETERANS (M) | OTHER VETERANS (N) | SPECIAL DISABLED VETERANS (O) | VETERAN ERA VETERANS (P) | OTHER VETERANS (Q) | TOTAL NEW HIRES BOTH VETERANS AND NON-VETERANS (R) |
| OFFICIALS AND MANAGERS 1 | | | | | | | |
| PROFESSIONALS 2 | | | | | | | |
| TECHNICIANS 3 | | | | | | | |
| SALES WORKERS 4 | | | | | | | |
| OFFICE AND CLERICAL 5 | | | | | | | |
| CRAFT WORKERS (SKILLED) 6 | | | | | | | |
| OPERATIVE (SEMI-SKILLED) 7 | | | | | | | |
| LABORERS (UNSKILLED) 8 | | | | | | | |
| SERVICE WORKERS 9 | | | | | | | |
| TOTAL 10 | | | | | | | |

Report the total maximum and minimum number of regular employees on board during the period covered by this report.

Maximum Number Minimum Number

| | |
|--|--|
| | |
|--|--|

FEDERAL CONTRACTOR VETERANS' EMPLOYMENT REPORT (VETS-100)

WHO MUST FILE

The VETS-100 report is to be completed by all nonexempt federal contractors and subcontractors with contracts or subcontracts for the furnishing of supplies and services or the use of real or personal property for \$25,000 or more. Services include but are not limited to the following services: Utility, construction, transportation, research, insurance, and fund depositary, irrespective of whether the government is the purchaser or seller. The existence of \$25,000 or more in federal contracts or subcontracts during a given calendar year establishes the requirement to file a VETS-100 Report during the following calendar year.

WHEN TO FILE

This annual report must be filed no later than September 30. Mail to the address pre-printed on the front of the form.

LEGAL BASIS FOR REPORTING REQUIREMENTS

Title 38, United States Code, Section 4212(d) and PL 105-339, require that federal contractors report at least annually the numbers of: 1) special disabled veterans; 2) veterans of the Vietnam era; and 3) other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized who are in their workforce. Reporting is required by hiring location and includes both the number employed and the number of new hires, within the three categories listed above. The number of veterans employed within these categories is to be broken out by job category and maximum and minimum total employment is to be reported as well.

HOW TO SUBMIT THE VETS-100 REPORTS

Single-establishment employers must file one completed form. All multi-establishment employers, i.e., those doing business at more than one hiring location, must file (A) one form covering the principal or headquarters office; (B) a separate form for each hiring location employing 50 or more persons; and (C) EITHER, (i) a separate form for each hiring location employing fewer than 50 persons, OR (ii) consolidated reports that cover hiring locations within one State that have fewer than 50 employees. Each state consolidated report must also list the name and address of the hiring locations covered by the report. Company consolidated reports such as those required by EEO-1 reporting procedures are NOT required for the VETS-100 report. Completed reports for the headquarters location and all other hiring locations for each company should be mailed in one package to the address indicated on the front of the form.

RECORD KEEPING

Employers must keep copies of the completed annual VETS-100 report submitted to DOL for a period of two years.

HOW TO PREPARE THE FORMS

As VETS only sends one copy of the VETS-100 Reporting form to each headquarters location, multi-establishment employers submitting hard copy reports should produce facsimile copies of the headquarters form for reporting data on each location.

Type of Contractor: Indicate the type of contractual relationship (prime contractor or subcontractor) that the organization has with the Federal Government. If the organization serves as both a prime contractor and a subcontractor on various federal contracts, check both boxes.

Type of Form: If a reporting organization submits only one VETS-100 Report form for a single location, check the Single Establishment box. If the reporting organization submits more than one form, only one form should be checked as Multiple Establishment-Headquarters. The remaining forms should be checked as either Multiple Establishment-Hiring Location or Multiple Establishment-State Consolidated. For state consolidated forms, the number of hiring locations included in that report should be entered in the space provided. For each form, only one box should be checked within this block.

COMPANY IDENTIFICATION INFORMATION

Company Number: Do not change the Company Number that is printed on the form. If there are any questions regarding your Company Number, please call the VETS-100 staff at (703) 451-2460 or e-mail HELPDESK@VETS100.COM.

Twelve Month Period Ending: Enter the end date for the twelve month reporting period used as the basis for filing the VETS-100 Report. To determine this period, select a date in the current year between July 1 and August 31 that represents the end of a payroll period. That payroll period will be the basis for reporting Number of Employees, as described below. Then the twelve month period preceding the end date of that payroll period will be your twelve month period covered. This period is the basis for reporting New Hires, as described below. Any federal contractor or subcontractor who has written approval from the Equal Employment Opportunity Commission to use December 31 as the ending date for the EEO-1 Report may also use that date as the ending date for the payroll period selected for the VETS-100 Report.

Name and Address for Single Establishment Employers: COMPLETE the identifying information under the Parent Company name and address section. LEAVE BLANK all of the identifying information for the Hiring Location.

Name and Address for Multi-Establishment Employers: For parent company headquarters location, COMPLETE the name and address for the parent company headquarters. LEAVE BLANK the name and address of the Hiring Location. For hiring locations of a parent company, COMPLETE the name and address for the Parent Company location. COMPLETE the name and address for the Hiring Location.

SIC Code, DUNS Number, and Employer ID Number: Single Establishment and Multi-Establishment Employers should COMPLETE the SIC Code, DUNS Number, and Employer ID Number as described below.

SIC Code: Enter the four (4) digit SIC Code applicable to the hiring location for which the report is filed. If there is not a separate SIC Code for the hiring location, enter the SIC Code for the parent company.

Dun and Bradstreet ID Number (DUNS): If the company or any of its establishments has a Dun and Bradstreet Identification Number, please enter the nine (9) digit number in the space provided. If there is a specific DUNS Number applicable to the hiring location for which the report is filed, enter that DUNS Number. Otherwise, enter the DUNS number for the parent company.

Employer ID Number (EIN): Enter the nine (9) digit numbers assigned by the IRS to the contractor. If there is a specific EIN applicable to the hiring location for which the report is filed, enter that EIN. Otherwise, enter the EIN for the parent company.

INFORMATION ON VETERANS

Number of Employees: Select any payroll period ending between July 1 and August 31 of the current year. Provide all data for regular full-time and part-time employees who were special disabled veterans, Vietnam-era veterans, or other veterans employed as of the ending date of the selected payroll period. Do not include employees specifically excluded as indicated in 41 CFR 61-250.2(b)(2). Employees must be counted by veteran status for each of the nine occupational categories (Lines 1-9) in columns L and M. Blank spaces will be considered zeros.

New Hires: Report the number of regular full-time and part-time employees by veteran status who were hired (both veterans and non-veterans) and who were included in the payroll for the first time during the 12-month period ending between July 1 through August 31 of the current year. The totals in columns O, P and R (line 10) are required. Enter all applicable numbers, including zeros.

Maximum/Minimum Employees: Report the maximum and minimum number of regular employees on board during the period covered as indicated by PL 105-339.

DEFINITIONS:

"Hiring location" means an establishment as defined at 41 CFR 61-250.2(b).

"Special Disabled Veteran" means (A) a veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability (i) rated at 30 percent or more, or (ii) rated at 10 or 20 percent in the case of a veteran who has been determined under Section 3106 of Title 38, U.S.C. to have a serious employment handicap or (B) a person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who: (A) served in the military, ground, naval or air service of the United States on active duty for a period of more than 180 days, and was discharged or released therefrom with other than a dishonorable discharge, if any part of such active duty occurred: (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or (ii) between August 5, 1964, and May 7, 1975, in all other cases; or (B) was discharged or released from active duty for a service-connected disability if any part of such active duty was performed (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975, or (ii) between August 5, 1964, and May 7, 1975, in all other cases.

Other Veterans means veterans who served in the military, ground, naval or air service of the United States on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. To identify the campaigns or expeditions that meet this criterion, contact the Office of Personnel Management (OPM) and ask for the OPM VETS Guide, Appendix A. A local OPM telephone number may be found in the telephone book under Federal Government or consult Directory Assistance for your area code for the nearest OPM location. For those with Internet access, the information required to make this determination also is available at: <http://www.opm.gov/veterans/html/vgmedal2.htm>.

Public reporting burden for this collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to the Department of Labor, Office of Information Management, Room N-1301, 200 Constitution Avenue, NW, Washington D.C. 20210. All completed VETS-100 Reports should be sent to the address indicated on the front of the form.